

611337

NOTICE OF

SEISMIC PERMIT AND LEASE
OPTION AGREEMENT

0045

RECEIVED AND FILED
2005 APR 15 AM 9:35 - 925STATE OF LOUISIANA
PARISH OF JEFFERSON DAVIS

This Agreement entered into on June 03, 2004, by and between S.B.A. SHIPYARD, INC., represented by Louis H. Smalhall, Jr., whose address is P.O. Box 1386, Jennings, LA 70546, SUZANNE SMAIHALL CORNELIUS, represented by Louis H. Smalhall, Jr., Attorney-in-Fact, whose address is 6430 Buffalo Speedway, Houston, TX 77005 & LOUIS H. SMAIHALL, JR., a person of full age, whose address is P.O. Box 1386, Jennings, LA 70546, hereinafter referred to as "Optionor(s)", and Energy Lease & Permit, Inc., whose address is 1304 Bertrand Ste E7, Lafayette, LA 70506, hereinafter referred to as "ELP, Inc.".

WITNESSETH:

Optionor(s) and ELP, Inc. have this day entered into Seismic Permit and Lease Option Agreement ("Option Agreement") covering the following described lands located in Jefferson Davis Parish, Louisiana (the "lands"), to wit:

Tract: 1 Tract Gross Acres : 64.000 Section 19, Township 10 South, Range 2 West

That certain tract of land containing 65.00 acres, more or less, being located in Section 19, Township 10 South, Range 2 West, being Lots 1 and 5 of Section 19, Township 10 South, Range 2 West, LESS AND EXCEPT 4.40 acres described in that Act of Sale dated September 21, 1982, filed September 22, 1982, Under Entry Number 439464, Conveyance Book 538, Page 782, and LESS AND EXCEPT 29.15 acres, more or less, described in that Act of Sale and Mortgage dated March 26, 1999, filed March 26, 1999, Under Entry Number 560670, Conveyance Book 880, Page 405 of the Conveyance Records of Jefferson Davis Parish, Louisiana, said tract being bounded, now or formerly, as follows: North by Leevac Industries, L.L.C.; West by Bowman Land Company; South by Ethel Bowman, et al and in part by the Mermentau River; and East by the Mermentau River.

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Containing 64.000 gross acres, more or less, whether properly or specifically described or not.

All parties hereto agree that this agreement shall cover and include any and all right, title and interest which Optionor(s) herein may own or claim underlying any road, canal, ditch, servitude, right-of-way or waterway which passes through, over or adjacent to the lands herein described, whether specifically described or not, and that the monies due and paid under this agreement constitutes adequate consideration for the inclusion of same herein.

In the Option Agreement, Optionor(s) grants to ELP, Inc. the exclusive right and irrevocable option, for a period of Twenty-Four months from this date, of entering upon and conducting oil and gas related geophysical operations upon, over and across the lands, together with all privileges necessary, useful or convenient in connection therewith, and further grants the exclusive right and option to acquire an Oil, Gas and Mineral Lease or Oil, Gas and Mineral Leases, having a primary term of Three (3) years covering all or any part of Optionor(s)'s unleased mineral interests in, to and under all of the lands, subject to the terms and conditions set forth more fully in the Option Agreement. ELP, Inc. or its assigns can extend for an additional six months the right to conduct seismic operations and the option period to acquire an Oil, Gas and Mineral Lease(s) by making the payment described therein.

This Notice of Seismic Permit and Lease Option Agreement is subject to the terms and conditions of that certain Option Agreement of even date herewith between the parties hereto which, with all of its terms, covenants and other conditions, is hereby referred to and incorporated herein the same as if copied in full herein at this point.

Optionor(s) and ELP, Inc. are executing this Notice of Seismic Permit and Lease Option Agreement for the purpose of placing the same of record in the aforementioned Parish and State, to give constructive notice of all of the terms of the Option Agreement in lieu of recording the Option Agreement in its entirety.

IN WITNESS WHEREOF, this Notice of Seismic Permit and Lease Option Agreement is executed as of the day, month and year first hereinabove written

Rene P. Mouton Re Drummer
Rene P. (Witness) Mouton Energy Lease & Permit, Inc.

Stacie Bourque
Stacie (Witness) Bourque

Russell A. Caffery Louis H. Smalhall, Jr.
Russell A. (Witness) Caffery Louis H. Smalhall, Jr., representing his own
interests, SBA Shipyards, and as Attorney-in-Fact for
Suzanne Smalhall Cornelius

Leona B. Smalhall 72-0002084

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STATE OF 926

PARISH (OR COUNTY) OF _____

On this _____ day of _____, 20____, before me personally appeared _____ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

NOTARY PUBLIC

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

BEFORE ME, the undersigned Notary Public, on this day personally appeared RUSSELL CAFFERY, who, being by me duly sworn, stated under oath that he was one of the subscribing witnesses to the foregoing instrument and that the same was signed by LOUIS H. SMAIHALL, JR., representing his own interests, S.B.A. SHIPYARD, and as Attorney-in-Fact for SUZANNE SMAIHALL CORNELIUS, in his presence and in the presence of the other subscribing witness (es).

SWORN TO AND SUBSCRIBED before me JUNE 9, 2004.


 (068829)
Notary Public in and for Lafayette Parish, Louisiana.

CORPORATE ACKNOWLEDGEMENT

ON THIS 9 day of JUNE, 2004, before me appeared LYLE GREMILLION to me personally known, who, being by me duly sworn, did say that he is the PRESIDENT of the ENERGY LEASE & PERMIT, INC., and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and said LYLE GREMILLION acknowledged said instrument to be the free act and deed of said corporation.


 (068829)
Notary Public in and for Lafayette Parish, Louisiana.

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RECEIVED AND FILED

SEP 21 AM 11:20

STATE OF LOUISIANA :

PARISH OF JEFFERSON DAVIS :

WARRANTY DEED

CLERK OF COURT
JEFFERSON DAVIS PARISH

BE IT KNOWN: That on the dates and before the witnesses and Notaries Public herein set forth, personally came and appeared ETHEL PATOUT BOWMAN, individually and as Executrix of the Succession of Leland Bowman, and CHARIE PATOUT BOWMAN REID, PEPE' MESTAYER BOWMAN BLAKE, ROBERT SIDNEY BOWMAN, CLAIRE LOUISE BOWMAN LeJEUNE, and BRIAN FELIX BOWMAN ("Vendors") who declared that they do by these presents GRANT, BARGAIN, SELL, CONVEY AND DELIVER, with full guarantee of title, and with complete transfer and subrogation of all rights and actions of warranty against all former owners of the property herein conveyed unto S.B.A. SHIPYARDS, INC., a Louisiana corporation, ("Vendee"), an undivided one-half (1/2) interest in the following described property, to-wit:

(a) Beginning at a point located S 0°-10'E 1096.5 ft. and N 63°-20'E 767.3 ft. from most northwesterly cor. Sec. 19, T10S, R2W, thence N 63°-20'E 358.8 ft.; S 61°-20'E 377.9 ft.; S 84°-51'-10"E 436.9 ft.; thence N 88°-24'-30"E 345.0 ft.; S 73°-03'E 195.0 ft.; S 38°-51'E 182.0 ft.; S 40°-40'E 139.4 ft.; S 61°-32'-10"W 57.0 ft. thence S 85°-30'-50"W 1,605.6 ft.; thence N 18°-50'10" W 535.6 ft. to the point of beginning and containing 17.63 acres of land, measured to the west bank of Mermentau River, Jefferson Davis Parish, Louisiana, as per plat of survey prepared by Paul J. Letz, C.E., dated May 18, 1965, attached to and made a part of that certain deed from Josephine Corboline Heywood and Gene B. Heywood to Leland Bowman and Louis H. Smailhall, Jr. recorded in Conveyance Book 283, at Page 135, under File No. 299667 of the records of Jefferson Davis Parish, Louisiana.

(b) That certain tract of land described as Lots One (1) and Five (5) and all that part of Lot Two (2) lying between the 17.63 acre tract acquired by Leland Bowman and Louis Smailhall, Jr. from Josephine Corboline Heywood and Gene B. Heywood (Conveyance Book 283 at Page 135) and Lot One (1), all in Section Nineteen (19), Township Ten (10) South, Range Two (2) West, Jefferson Davis Parish, Louisiana.

(c) Any other immovable property jointly owned by the Estate of Leland Bowman and Ethel Patout Bowman with Louis Smailhall, Jr. and Suzanne Smailhall Cornelius and currently being used by S.B.A. Shipyards, Inc.

LESS AND EXCEPT the following described property, to-wit:

81666

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THUS DONE AND SIGNED by CHARIE PATOUT BOWMAN REID,
at Walnut Creek, California, on this 31st day of August,
1982.

WITNESSES:

Marta Williams
W. Williams

Charie Patout Bowman Reid
CHARIE PATOUT BOWMAN REID

BEFORE ME:

NOTARY PUBLIC

THUS DONE AND SIGNED by PEPE' MESTAYER BOWMAN BLAKE,
at Fayetteville, Georgia, on this 10th day of September,
1982.

WITNESSES:

Anna P. Anderson
Michael D.

Pepe Mestayer Bowman Blake
PEPE' MESTAYER BOWMAN BLAKE

BEFORE ME:

Raymond D. Lyle
NOTARY PUBLIC My Commission Expires Jan. 28, 1986

THUS DONE AND SIGNED by ROBERT SIDNEY BOWMAN, at
Solana Beach, California, on this 7th day of September,
1982.

WITNESSES:

Robert Sidner Bowman
Frances B. Hayes

Robert Sidner Bowman
ROBERT SIDNEY BOWMAN

BEFORE ME:

Natalie Giustina
NOTARY PUBLIC



THUS DONE AND SIGNED by CLAIRE LOUISE BOWMAN LeJEUNE,
at Jennings, Louisiana, on this 14th day of September,
1982.

WITNESSES:

James A. May
Annita L. Fackland

Claire Louise Bowman LeJeune
CLAIRE LOUISE BOWMAN LeJEUNE

BEFORE ME:

NOTARY PUBLIC

757-H

THUS DONE AND SIGNED BY CHARIE PATOUT BOWMAN REID,

STATE OF CALIFORNIA
COUNTY OF Contra Costa



On this 31st day of August in the year one thousand nine hundred and eighty-two, before me, Sandra A. Farrin, a Notary Public, State of California, duly commissioned and sworn, personally appeared Charlie Patout Bowman Reid

known to me to be the person — whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the Contra Costa County of California the day and year in this certificate first above written.

Sandra A. Farrin
Notary Public, State of California
My commission expires Feb. 24, 1986

This document is only a general form which may be proper for use in simple transactions and in no way acts, or is intended to act, as a substitute for the advice of an attorney. The publisher does not make any warranty, either express or implied as to the legal validity of any provision or the suitability of these forms in any specific transaction.

Cowdery's Form No. 32 — Acknowledgement — General (C. C. Sec. 1190a)
1982.

WITNESSES:

Steve P. Schubert
Charles D.

Pepe Mestayer Bowman Blake
PEPE MESTAYER BOWMAN BLAKE

BEFORE ME: Raymond P. Lytle
NOTARY PUBLIC My Commission Expires Mar. 28, 1985

THUS DONE AND SIGNED by ROBERT SIDNEY BOWMAN, at

SOLANA BEACH, California, on this 7th day of September, 1982.

WITNESSES:

Raymond P. Lytle
Francis B. Hayes

Robert Sidney Bowman
ROBERT SIDNEY BOWMAN

BEFORE ME: Natalie Giustina
NOTARY PUBLIC



THUS DONE AND SIGNED by CLAIRE LOUISE BOWMAN LEJEUNE,

at Jennings, Louisiana, on this 14th day of September, 1982.

WITNESSES:

Franklin M. May
Laundrea L. Freeland

Claire Louise Bowman Lejeune
CLAIRE LOUISE BOWMAN LEJEUNE

BEFORE ME: [Signature]
NOTARY PUBLIC

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THUS DONE AND SIGNED by BRIAN FELIX BOWMAN, at
Jennings, Louisiana, on this 15th day of September,
1982.

WITNESSES:

Adrian Walker

Brian Felix Bowman
BRIAN FELIX BOWMAN

Polly Bandura

BEFORE ME:

Barbara D. Ross
NOTARY PUBLIC

SEC. 19

BOWMAN LAND CO. INC.

S. B. A. SHIPYARDS, INC.

N 89°-50'E 734.78 834.78

ACQUIRED BY BOWMAN HEIRS

4.12 AC. INSIDE TRAVERSE
0.28 AC. TO BANK OF RIVER
4.40 AC. TOTAL

RIVER

MERMENTAU



PLAT OF SURVEY

FOR BOWMAN HEIRS IN SECTION 19, TWP. 10
SOUTH, RANGE 2 WEST, IN JEFFERSON DAVIS
PARISH, LOUISIANA.

SCALE 1"=100'

AUG. 6, 1982

LETZ ENGINEERS
CROWLEY, LA.

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